

Mark B. French
State Bar No. 07440600
Law Office of Mark B. French
1901 Central Drive, Suite 700
Bedford, Texas 76021
(817) 268-0505
mark@markfrenchlaw.com

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

IN RE:

CASE NO.: 21-41026-MXM-13

ERNESTO ALAMOS
14024 Wrangler Way
Haslet, Texas 76052
SSN/TIN: XXX-XX-5506

CHAPTER 13

DEBTOR

HEARING DATE: December 16, 2021 at 8:30 AM

DEBTOR'S MODIFICATION OF CHAPTER 13 PLAN AFTER CONFIRMATION

***PLAN MODIFICATION* DATE: November 22, 2021**

DISCLOSURES

- ☐ This *Plan Modification* contains *Nonstandard Provisions* listed in Section IX.
☒ This *Plan Modification* does not contain *Nonstandard Provisions* listed in Section IX.

NO HEARING WILL BE CONDUCTED UNLESS A WRITTEN OBJECTION IS FILED WITH THE U.S. BANKRUPTCY CLERK AT ELDON B. MAHON U.S. COURTHOUSE 501 W. 10TH ST., RM. 147 FORT WORTH, TX 76102-3643 BEFORE CLOSE OF BUSINESS ON DECEMBER 13, 2021, WHICH IS AT LEAST 21 DAYS FROM THE DATE SERVED. ANY OBJECTION SHALL BE IN WRITING AND FILED WITH THE CLERK. IF AN OBJECTION IS TIMELY FILED, A HEARING MAY BE HELD WITH NOTICE ONLY TO THE OBJECTING PARTY. IF NO OBJECTION IS TIMELY FILED, THIS MODIFICATION SHALL BE DEEMED UNOPPOSED, AND THE COURT MAY ENTER AN ORDER APPROVING IT.

UNLESS OTHERWISE SET OUT IN THIS *PLAN MODIFICATION*, ALL PROVISIONS, SCHEDULED AMOUNTS, VALUATIONS, INTEREST RATES, MONTHLY PAYMENT AMOUNTS, AND ASSUMPTIONS OR REJECTIONS OF UNEXPIRED LEASES OR EXECUTORY CONTRACTS ("TERMS") ARE NOT MODIFIED AND SHALL REMAIN AS SET FORTH IN THE CHAPTER 13 *PLAN*, THE ORDER CONFIRMING THE CHAPTER 13 *PLAN*, THE ORDER APPROVING THE *TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS*, OR AN ORDER APPROVING A PRIOR MODIFICATION OF THE CHAPTER 13 *PLAN*, WHICHEVER WAS ENTERED LATER. ALL TERMS SHALL BE INCORPORATED IN AND CONSTITUTE PROVISIONS OF THIS *PLAN MODIFICATION*. ALL PARTIES SHALL BE BOUND BY THE TERMS OF THIS *PLAN MODIFICATION* UNLESS DISAPPROVED. LANGUAGE IN ITALICIZED TYPE IN THIS *PLAN MODIFICATION* IS DEFINED IN GENERAL ORDER 2021-05 STANDING ORDER CONCERNING CHAPTER 13 CASES AND AS IT MAY BE SUPERSEDED OR AMENDED ("GENERAL ORDER"). ALL PROVISIONS OF THE GENERAL ORDER SHALL APPLY TO THIS *PLAN MODIFICATION* AS IF FULLY SET OUT HEREIN.

Pursuant to 11 U.S.C. §1329 *Debtor* requests the following modification(s) to the *Debtor's* Chapter 13 *Plan*.

I. REASON(S) FOR MODIFICATION

- X 1. Cure *Plan* arrears to the *Trustee*.
X 2. Provide for or modify treatment of a Secured (paragraph V) and/or Priority (paragraph VI) claim.
 3. Provide for payment to the *Mortgage Lender* through the *Conduit Program* (paragraph III).
X 4. Cure any post-petition *Mortgage Arrearage* (paragraph IV).
X 5. Make *Plan* sufficient based on allowed claims.
 6. Modify the Unsecured Creditors' Pool from \$_____ to \$_____.
 7. Modify the value of non-exempt property from \$_____ to \$_____.
 8. Supersede an Interlocutory Order (Docket #____).
X 9. Allow Debtor's counsel's fees for this modification (paragraph VII).
X 10. Other: Address the Trustee's comments in Paragraph V of TRCC.

II. NEW PLAN PAYMENT TO TRUSTEE AMOUNT AND TERM

DATE OF CALCULATION: November 22, 2021

TOTAL PAID IN*: \$3,000.00

NUMBER OF MONTHS SINCE PETITION DATE: 7

*Provide the total amount paid to the *Trustee* as of the Date of Calculation less any refunds by the Trustee to the *Debtor*.

The *Plan Payment(s)* to the *Trustee* shall be changed to:

Start Date for Payments under Modification** (MM/DD/YY)	Number of Periods	Plan Payment Monthly Amount
11/29/2021	6	\$500.00
5/29/2021	48	\$591.00

NEW BASE AMOUNT: \$34,350.00

**DEBTOR'S NEW PLAN PAYMENT START DATE MAY NOT BE MORE THAN THIRTY (30) DAYS FROM THE DATE OF THIS PLAN MODIFICATION AND MUST BE THE SAME DAY OF THE MONTH THAT THE DEBTOR'S PLAN PAYMENT IS DUE UNDER THE CONFIRMED PLAN.

III. CURRENT POST-PETITION MORTGAGE PAYMENTS TO BE DISBURSED BY THE TRUSTEE

Mortgage Lender	Current Mortgage Payment Amount	Date to Resume Current Post-Petition Mortgage Payments* (MM/DD/YY)
NA		

*IF THE DEBTOR DOES NOT INCLUDE A DATE TO RESUME THE CURRENT POST-PETITION MORTGAGE PAYMENTS IN A CASE THAT IS A CONDUIT CASE AT THE TIME THIS PLAN MODIFICATION IS FILED, THE DATE TO RESUME DISBURSING THE CURRENT POST-PETITION MORTGAGE PAYMENTS SHALL BE THE

FIRST DAY OF THE SECOND MONTH FOLLOWING THE START DATE OF THE FIRST *PLAN PAYMENT* UNDER THIS *PLAN MODIFICATION*.

1. *Current Post-Petition Mortgage Payments* shall be paid by the *Trustee* as set out in paragraph III of this *Plan Modification* or as otherwise provided in the General Order.
2. *Current Post-Petition Mortgage Payment Arrearages* due as of the date to resume the *Current Post-Petition Mortgage Payments* shall be paid by the *Trustee* as set out in paragraph IV of this *Plan Modification* or as otherwise provided in the General Order.
3. Any *Current Post-Petition Mortgage Payments* indicated herein reflects what the *Debtor* believes are the periodic payment amounts owed to the *Mortgage Lender*.
4. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order Paragraph 15(c)(3).
5. Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.
6. Upon completion of all *Plan Payments*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.
7. Unless otherwise ordered by the Court, if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.
8. Each claim secured by the *Debtor's* principal place of residence shall constitute a separate class.
9. *Mortgage Lenders* shall retain their liens.

IV. PROVIDE FOR ANY POST-PETITION MORTGAGE ARREARAGE

<i>Mortgage Lender</i>	Total Amount of Post-Petition Mortgage Arrearage	Due Date(s) (MM/DD/YY)	Interest Rate	Treatment (\$/Mo or Pro Rata)
Colonial Savings	\$1,200.00		0	Pro-Rata
Colonial Savings	\$228.05		0	Pro-Rata

The Post-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest, if any, set out in this *Plan Modification*. To the extent interest is provided, it will be calculated from the first day of the month that an order is entered approving this *Plan Modification*.

ANY CURRENT POST-PETITION *MORTGAGE PAYMENTS* WHICH HAVE BECOME DUE TO THE *MORTGAGE LENDER* AS OF THE TIME OF THE DATE TO RESUME *CURRENT POST-PETITION MORTGAGE PAYMENTS* UNDER THIS *PLAN MODIFICATION* WILL BE CLASSIFIED AS A POST-PETITION *MORTGAGE ARREARAGE*. IF DESIGNATED TO BE PAID PER-MO, SUCH POST-PETITION *MORTGAGE ARREARAGE* WILL BE PAID AS A LEVEL 5 CLAIM UNDER THE ORDER OF PAYMENT. IF DESIGNATED TO BE PAID PRO-RATA, SUCH POST-PETITION *MORTGAGE ARREARAGE* WILL BE PAID AS A LEVEL 6 CLAIM UNDER THE ORDER OF PAYMENT.

V. PROVIDE FOR OR MODIFY TREATMENT OF SECURED CLAIMS

Creditor Name	Claim Amount	Collateral Description	Value of Collateral	Interest Rate	Treatment (\$/Mo, Pro Rata, Direct, Surrender)
NA					

The automatic stay shall be terminated and the *Trustee* shall cease disbursements on any secured claim which is secured by any *Surrendered Collateral (Surr)*, without further order of the court, pursuant to the General Order.

VI. PROVIDE FOR OR MODIFY TREATMENT OF PRIORITY CLAIMS

Creditor Name	Claim Amount	Interest Rate	Treatment (\$/Mo, Pro Rata, Direct, Surrender)
NA			

VII. DEBTOR'S COUNSEL'S FEE FOR THIS MODIFICATION

Total Amount of Fee	Amount of Fee Paid Direct	Amount of Fee to Be Disbursed by Trustee
\$650.00	\$0	\$650.00

Any additional attorney fee to be disbursed by the *Trustee* will be paid as set out in the Order of Payment.

VIII. ORDER OF PAYMENT

Unless otherwise ordered by the Court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an Order of Confirmation of the Chapter 13 *Plan*, whether pursuant to this *Plan Modification* or a further modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

- 1st – Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees will be paid in full.
- 2nd – *Current Post-Petition Mortgage Payments* (as adjusted, if necessary, per General Order) which will be paid per mo.
- 3rd – Secured Creditors designated to be paid per mo and Domestic Support Obligations which will be paid per mo.
- 4th – Attorney Fees which will be paid pro-rata.
- 5th – Post-Petition *Mortgage Arrearage* if designated to be paid per mo. 6th – Post-Petition *Mortgage Arrearage* if designated to be paid pro-rata.
- 7th – Arrearages owed on Executory Contracts and Unexpired Leases which will be paid per mo. 8th – Pre-Petition *Mortgage Arrearage* if designated to be paid per mo.
- 9th – Pre-Petition *Mortgage Arrearage* and Secured Creditors if designated to be paid pro-rata.
- 10th – All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges* which will be paid pro-rata. 11th – Priority Creditors Other than Domestic Support Obligations which will be paid pro-rata.
- 12th – Special Class Creditors which will be paid per mo.
- 13th – Unsecured Creditors other than late filed or penalty claims which will be paid pro-rata.
- 14th – Late filed claims by Secured Creditors which will be paid pro-rata unless otherwise ordered by the Court. 15th – Late filed claims for DSO or filed by Priority Creditors which will be paid pro-rata.
- 16th – Late filed claims by Unsecured Creditors which will be paid pro-rata.
- 17th – Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims which will be paid pro-rata.

IX. NONSTANDARD PROVISIONS

Any *Nonstandard Provisions* will be void unless the appropriate box on page one of this *Plan Modification* is checked. The following *Nonstandard Provisions*, if any, constitute terms of this Plan. Any *Nonstandard Provision* placed elsewhere in the *Plan Modification* is void.

Date: November 22, 2021

Respectfully submitted,

By: /s/ Mark B. French
MARK B. FRENCH
State Bar No. 07440600

Law Office of Mark B. French
1901 Central Drive, Suite 704
Bedford, Texas 76021
(817) 268-0505- Telephone
(817) 796-1396- Facsimile
mark@markfrenchlaw.com

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a copy of the DEBTOR'S AMENDED MODIFICATION OF CHAPTER 13 PLAN AFTER CONFIRMATION (dated November 22, 2021) was served upon the Debtor(s) and the parties on the attached matrix by or under the direction of the undersigned by United States First Class Mail, postage paid, and electronically by the Clerk on all other parties entitled to electronic notice on the date of filing hereof.

Date Served: November 22, 2021

By: /s/ Mark B. French
MARK B. FRENCH

Label Matrix for local noticing

0539-4

Case 21-41026-mxm13

Northern District of Texas

Ft. Worth

Mon Nov 22 15:34:04 CST 2021

Tarrant County

Linebarger, Goggan, Blair & Sampson

c/o Lisa Cockrell

2777 N. Stemmons Frwy

Suite 100

Dallas, TX 75207-2502

ACAR Leasing LTD d/b/a GM Financial Leasing

P.O. Box 183853

Arlington, TX 76096-3853

AmeriCredit-GM Financial

Attn: Bankruptcy

PO Box 183853

Arlington, TX 76096-3853

BRACKETT & ELLIS

100 MAIN STREET

FORT WORTH TX 76102-3008

Capital One Bank (USA), N.A.

by American InfoSource as agent

PO Box 71083

Charlotte, NC 28272-1083

Citibank

Citicorp Credit Svcs-Centralized Bk dept

PO Box 790034

St Louis, MO 63179-0034

Discover Bank

Discover Products Inc

PO Box 3025

New Albany OH 43054-3025

Discover Personal Loans

PO Box 30954

Salt Lake City, UT 84130-0954

JPMorgan Chase Bank, N.A.

s/b/m/t Chase Bank USA, N.A.

c/o Robertson, Anschutz & Schneid, P.L.

6409 Congress Avenue, Suite 100

Boca Raton, FL 33487-2853

Colonial Savings, F.A.

c/o BDFTE, LLP

4004 Belt Line Rd Ste. 100

Addison, TX 75001-4320

501 W. Tenth Street

Fort Worth, TX 76102-3637

ACAR Leasing LTD d/b/a GM Financial Leasing

c/o Wilcox Law, PLLC

P.O. Box 201849

Arlington, TX 76006-1849

American Express National Bank, AENB

c/o Zwicker and Associates, P.C.

Attorneys/Agents for Creditor

P.O. Box 9043

Andover, MA 01810-0943

CHEX SYSTEMS INC

ATTN: CONSUMER RELATIONS

7805 HUDSON ROAD STE 100

WOODBURY MN 55125-1703

(p)JPMORGAN CHASE BANK N A

BANKRUPTCY MAIL INTAKE TEAM

700 KANSAS LANE FLOOR 01

MONROE LA 71203-4774

Colonial Savings & Loans

Attn Bankruptcy

PO Box 2988

Fort Worth, TX 76113-2988

Discover Financial

Attn: Bankruptcy

PO Box 3025

New Albany, OH 43054-3025

INTERNAL REVENUE SERVICE

CENTRALIZED INSOLVENCY OPERATIONS

P O BOX 7346

PHILADELPHIA PA 19101-7346

LINEBARGER GOGGAN BLAIR SAMPSON ET AL

100 THROCKMORTON

SUITE 300

FORT WORTH TX 76102-2833

Northwest ISD

Linebarger Goggan Blair & Sampson, LLP

c/o Lisa Large Cockrell

2777 N. Stemmons Frwy

Suite 1000

Dallas, TX 75207-2328

SunTrust Bank now Truist Bank

Attn: Support Services

P.O. Box 85092

Richmond, VA 23286-0001

Aes-goalfinc

Attn: Bankruptcy

PO Box 2461

Harrisburg, PA 17105-2461

Amex

Correspondence-Bankruptcy

PO Box 981540

El Paso, TX 79998-1540

Capital One

Attn: Bankruptcy

PO Box 30285

Salt Lake City, UT 84130-0285

Chris Mundt

Zwicker & Associates, PC

PO Box 168568

Irving, TX 75016-8568

Colonial Savings, F.A.

2626 West Freeway

Fort Worth, TX 76102-7109

Discover Personal Loans

Attn: Bankruptcy

PO Box 30954

Salt Lake City, UT 84130-0954

IRS-SBSE INSOLVENCY AREA 10

1100 COMMERCE STREET

MC 5026 DAL

DALLAS TX 75242-1001

LINEBARGER HEARD ET AL

2777 N. STEMMONS FREEWAY

SUITE 1000

DALLAS TX 75207-2328

LNVN Funding, LLC
Resurgent Capital Services
PO Box 10587
Greenville, SC 29603-0587

MS DONNA K. WEBB, AUSA
BURNETT PLAZA, SUITE 1700
801 CHERRY STREET, UNIT 4
FORT WORTH TX 76102-6882

Mark B. French
Attorney at Law
1901 Central Drive, Suite 704
Bedford, TX 76021-5857

Northwest ISD
Linebarger Goggan Blair & Sampson, LLP
c/o Lisa Large Cockrell
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207-2328

PERDUE BRANDON FIELDER LLC
500 E. BORDER STREET, STE. 640
SUITE 300
ARLINGTON TX 76010-7457

Pay Pal
2211 N. First St.
San Jose, CA 95131-2021

Syncb-HH Gregg
Attn: Bankruptcy
PO Box 965060
Orlando, FL 32896-5060

TAX DIVISION
US DEPARTMENT OF JUSTICE
717 N HARWOOD
SUITE 400
DALLAS TX 75201-6598

Tarrant County
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
2777 N. Stemmons Fwy, Suite 1000
Dallas, TX 75207-2328

Tarrant County
Linebarger Goggan Blair & Sampson, LLP
c/o Lisa Large Cockrell
2777 N. Stemmons Freeway
Suite 1000
Dallas, TX 75207-2328

Trellis
PO Box 83100
Round Rock, TX 78683-3100

Truist
Mail Code VA-RVW-6290
PO Box 85092
Richmond, VA 23285-5092

U.S. Bank NA dba Elan Financial Services
Bankruptcy Department
PO Box 108
Saint Louis MO 63166-0108

UNITED STATES ATTORNEY
NORTHERN DISTRICT OF TEXAS
1100 COMMERCE STREET
ROOM 300
DALLAS TX 75242-1074

UNITED STATES ATTORNEY GENERAL
DEPARTMENT OF JUSTICE
RM B103
950 PENNSYLVANIA AVE, NW
WASHINGTON DC 20530-0001

UNITED STATES TRUSTEE
1100 COMMERCE STREET
ROOM 976
DALLAS TX 75242-0996

(p)US BANK
PO BOX 5229
CINCINNATI OH 45201-5229

VW Credit
1401 Franklin Credit
Libertyville, IL 60048

Ernesto Alamos
14024 Wrangler Way
Haslet, TX 76052-3357

Mark B. French
Law Office of Mark B. French
1901 Central Drive Suite 704
Bedford, TX 76021-5857

Tim Truman
6851 N.E. Loop 820, Suite 300
N Richland Hills, TX 76180-6608

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

Chase Card Services
Attn: Bankruptcy
PO Box 15298
Wilmington, DE 19850

(d)Internal Revenue Service
Special Procedures Staff
Mail Code 5020-DAL
1100 Commerce Street Room 9B8
Dallas, TX 75242

US Bank
Attn: Bankruptcy
800 Nicollet Mall
Minneapolis, MN 55402

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

End of Label Matrix
Mailable recipients 50
Bypassed recipients 3
Total 53